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Attorneys for Plaintiff,
Lia Miljour

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA

Lia Miljour,

Plaintiff,

vs.

Grant & Weber Arizona, Inc.; and DOES
1-10, inclusive,

Defendants.

Case No.:

COMPLAINT

1 For this Complaint, the Plaintiff, Lia Miljour, by undersigned counsel, states as
2 follows:
3

4 **JURISDICTION**

5 1. This action arises out of Defendants' repeated violations of the Fair Debt
6 Collection Practices Act, 15 U.S.C. § 1692, et seq. ("FDCPA"), and the invasions of
7 Plaintiff's personal privacy by the Defendants and its agents in their illegal efforts to
8 collect a consumer debt.
9

10 2. Original and supplemental jurisdiction exists pursuant to 28 U.S.C. §§ 1331,
11 1367.
12

13 3. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b), in that
14 Defendants transact business here and a substantial portion of the acts giving rise to
15 this action occurred here.
16

17 **PARTIES**

18 4. The Plaintiff, Lia Miljour (hereafter "Plaintiff"), is an adult individual residing
19 in Tempe, Arizona, and is a "consumer" as the term is defined by 15 U.S.C. §
20 1692a(3).
21

22 5. The Defendant, Grant & Weber Arizona, Inc. (hereafter "Grant"), is an Arizona
23 business entity with an address of 14795 North 78th Way, Suite #800, Scottsdale,
24 Arizona 85260, operating as a collection agency, and is a "debt collector" as the term
25 is defined by 15 U.S.C. § 1692a(6).
26
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28

1 6. Does 1-10 (the “Collectors”) are individual collectors employed by Grant and
2 whose identities are currently unknown to the Plaintiff. One or more of the Collectors
3 may be joined as parties once their identities are disclosed through discovery.
4

5 7. Grant at all times acted by and through one or more of the Collectors.
6

7 **ALLEGATIONS APPLICABLE TO ALL COUNTS**

8 **A. The Debt**
9

10 8. The Plaintiff incurred a financial obligation (the “Debt”) to an original creditor
11 (the “Creditor”).
12

13 9. The Debt arose from services provided by the Creditor which were primarily
14 for family, personal or household purposes and which meets the definition of a “debt”
15 under 15 U.S.C. § 1692a(5).
16

17 10. The Debt was purchased, assigned or transferred to Grant for collection, or
18 Grant was employed by the Creditor to collect the Debt.

19 11. The Defendants attempted to collect the Debt and, as such, engaged in
20 “communications” as defined in 15 U.S.C. § 1692a(2).
21

22 **B. Grant Engages in Harassment and Abusive Tactics**
23

24 12. Grant sent a collection letter (“Grant’s Letter”) to Plaintiff on January 15, 2010.
25
26
27
28

1 13. Grant's Letter states, "Your seriously delinquent account, quoted above, has
2 been referred to Grant & Weber Arizona, Inc., for collection. You may avoid further
3 collection activity by forwarding the amount you owe to this office."
4

5 14. Grant's Letter further states, "Unless you notify this office within 30 days after
6 receiving this notice that you dispute the validity of this debt or any portion thereof,
7 this office will assume this debt is valid. If you notify this office in writing within 30
8 days from receiving this notice that you dispute the validity of this debt or any portion
9 thereof, this office will obtain verification of the debt or obtain a copy of a judgment
10 and mail you a copy of such judgment or verification."
11
12

13 15. In response to Grant's Letter, Plaintiff sent a letter ("Plaintiff's Letter") to Grant
14 on January 26, 2011 via certified mail. Grant signed for and received Plaintiff's Letter
15 by January 29, 2011.
16

17 16. Plaintiff's Letter states, "This letter is to respond to a letter I received from you
18 dated January 15, 2010 about a collection account due for \$633.43 to Chandler
19 Regional Hospital that you are trying to collect a debt upon. I am informing you that I
20 DISPUTE THE VALIDITY OF THIS DEBT OR ANY PORTION THEREOF. I do not
21 see this debt as valid. I already once disputed this item with the hospital. Sincerely,
22 Lia Miljour."
23
24

25 17. Grant has never provided Plaintiff with verification of the Debt as it stated it
26 would in its January 15, 2010 Letter.
27
28

1 18. However, Grant reported the Debt to the three major Credit Reporting Agencies
2 in April, 2010, despite never responding to Plaintiff's Letter disputing the validity of
3 the Debt.
4

5 19. Plaintiff recently applied for a credit card and was denied due to the Debt
6 pulling up on her Credit Report. Had Grant not reported the unverified Debt, Plaintiff
7 would have had a satisfactory Credit Rating.
8

9
10 **C. Plaintiff Suffered Actual Damages**

11 20. The Plaintiff has suffered and continues to suffer actual damages as a result of
12 the Defendants' unlawful conduct.
13

14 21. As a direct consequence of the Defendants' acts, practices and conduct, the
15 Plaintiff suffered and continues to suffer from humiliation, anger, anxiety, emotional
16 distress, fear, frustration and embarrassment.
17

18
19 **COUNT I**

20 **VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT**

21 **15 U.S.C. § 1692, et seq.**

22 22. The Plaintiff incorporates by reference all of the above paragraphs of this
23 Complaint as though fully stated herein.
24

25 23. The Defendants employed false and deceptive means to collect a debt, in
26 violation of 15 U.S.C. § 1692e(10).
27
28

1 24. The Defendants continued collection efforts even though the debt had not been
2 validated, in violation of 15 U.S.C. § 1692g(b).

3
4 25. The foregoing acts and omissions of the Defendants constitute numerous and
5 multiple violations of the FDCPA, including every one of the above-cited provisions.

6 26. The Plaintiff is entitled to damages as a result of the Defendants' violations.
7

8 **PRAYER FOR RELIEF**

9 WHEREFORE, the Plaintiff prays that judgment be entered against the
10 Defendants:
11

12 A. Actual damages pursuant to 15 U.S.C. § 1692k(a)(1) against the
13 Defendants;
14

15 B. Statutory damages of \$1,000.00 pursuant to 15 U.S.C.
16 §1692k(a)(2)(A) against the Defendants;
17

18 C. Costs of litigation and reasonable attorney's fees pursuant to
19 15 U.S.C. § 1692k(a)(3) against the Defendants;
20

21 D. Actual damages from the Defendants for the all damages including
22 emotional distress suffered as a result of the intentional, reckless, and/or
23 negligent FDCPA violations in an amount to be determined at trial for
24 the Plaintiff; and
25

26 E. Such other and further relief as may be just and proper.
27
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1 **TRIAL BY JURY DEMANDED ON ALL COUNTS**
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3
4

5 DATED: June 27, 2011
6
7

LEMBERG & ASSOCIATES, LLC

8 By: /s/ Kindra Deneau
9 Kindra Deneau

10 Attorney for Plaintiff
11 Lia Miljour
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